

# Memorandum



**Date:** January 22, 2014

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

Agenda Item No. 8(F)(9)

**Subject:** Lease Agreement between Miami-Dade County and Maya Plantation, Inc., for the Miami-Dade Corrections and Rehabilitation Department (MDCR), Food Services Bureau, Located at 1351 N.W. 78 Avenue, Doral, Florida – Lease # 35-3034-000-0060-L01

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Lease Agreement between the County and Maya Plantation, Inc., a Florida Corporation (Landlord), for Miami-Dade Corrections and Rehabilitation's (MDCR's) Food Services Bureau, located at 1351 NW 78 Avenue, Doral, Florida. More specifically, the resolution does the following:

- Authorizes the leasing of 63,389 square feet of air-conditioned office and freezer warehouse space;
- Authorizes a lease term of five years, plus one additional five-year renewal option period.

## **Scope**

The property is located in County Commission District 12, which is represented by Commissioner Jose "Pepe" Diaz.

## **Fiscal Impact/Funding Source**

The total fiscal impact for the first lease year is estimated to be \$1,141,989. This amount is comprised of \$633,890 in annual base rent (\$10.00 per square foot); \$188,931 for utilities, alarm monitoring, phone and data connections; \$159,106 common area maintenance, real estate taxes and insurance; \$121,207 tenant improvements; \$25,355 for a lease management fee; and \$13,500 for janitorial and custodial services. The total projected fiscal impact for the initial five-year lease term and the additional five-year renewal option term is estimated to be \$13,570,000. The funding source is the General Fund.

## **Track Record/Monitoring**

The County has no record of negative performance issues with Maya Plantation, Inc. Margaret Araujo of the Internal Services Department, Real Estate Development Division, is the lease monitor.

## **Delegation of Authority**

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement, and exercise the renewal and cancellation provisions.

## **Background**

MDCR is responsible for providing three meals daily to an average inmate population of approximately 5,000. This is currently accomplished through a dispersed food services operation where meal tray production operations and food deliveries occur in three separate locations, food items are transported between four locations, and administration is housed completely separate from the food preparation functions. Meal tray production occurs in the kitchens of the Metro-West Detention Center, Turner Guildford Knight Correctional Center (TGK) and the Pre-Trial Detention Center (PTDC) with a combined total space of approximately 40,000 square feet from these three geographically-dispersed areas.

The leasing of this warehouse would consolidate the meal tray preparation function and administrative oversight into one location, while increasing overall food storage capacity. This consolidation will greatly increase operational efficiencies through streamlining the purchase of food and food preparation supplies, increasing storage space, maximizing bulk food purchases, and assigning staff from the four areas into one location and thus improving administrative oversight. Increased storage capacity will result in enhanced procurement of bulk and overproduction opportunity purchases; therefore, reducing staff time expended on tracking food and supply orders, overseeing deliveries, and managing inventories. Additionally, the consolidation of meal tray preparation into one location will reduce food waste caused by redundancy in multiple locations as well as limit deliveries of meal trays by the Food Services Bureau to the various facilities to once daily. This warehouse will also permit MDCR to expand its food preparation services to other County departments that provide meals, such as the Community Action and Human Services Department.

The current TGK kitchen will assume the cooking function presently occurring at the PTDC kitchen and will become the only cooking kitchen for the entire system after the completion of the PTDC retrofitting project. The current storage space at TGK is inadequate to handle the storage for the food items/ingredients needed for the entire system, as well as for placement on trays. Centralization of the food preparation process will allow TGK the storage space needed for cooking functions.

Additional Lease details are as follows:

OWNER:	Maya Plantation, Inc., a Florida Corporation.
COMPANY PRINCIPALS:	Ralph Milman, President/Director Efrat Kaplan, Vice President/Director/Treasurer
LEASE TERM:	Five years, plus one additional five-year renewal option period.
EFFECTIVE DATES:	Commencing on the latter of: 1) the first day of the month following the effective date of the resolution approving the Lease Agreement; or 2) the acceptance of leased space by the County, following the completion of alterations by the Landlord, and terminating five years thereafter.
RENTAL RATE:	<p>The annual base rent for the first year of the initial lease term will be \$633,890.00, which is equal to \$10.00 per square foot annually. The annual base rent for the second through the fifth year of the initial lease term, and the subsequent renewal option period, shall be increased as per the consumer price index, but not to exceed three percent.</p> <p>The County is responsible for electricity, janitorial and custodial services, phone, data, security, and any common area maintenance increases over the base year. The total of these costs in the first year of the lease term are estimated at \$12.57 per square foot on an annual basis.</p>

LEASE CONDITIONS:

The Landlord is responsible for the maintenance of the building, common areas, water and sewer, fire equipment, air conditioning, back-up generators, and the building's taxes and insurance.

CANCELLATION PROVISION:

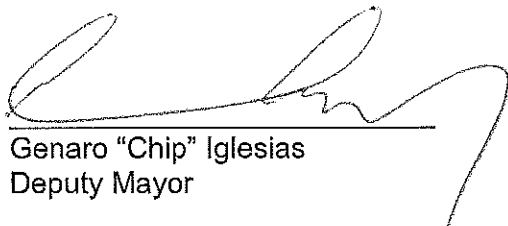
The County may cancel after the initial lease term, by giving the Landlord ninety (90) days written notice prior to its effective date.

OTHER PROPERTIES  
EVALUATED:

8700 N.W. 77 Court, Doral – \$8.00 per square foot on an annual basis for a triple net lease, plus real estate taxes and insurance. The estimated net cost of operating expenses is \$12.00 per square foot on an annual basis. This warehouse is not air conditioned.

1800 N.W. 89 Place, Doral – \$12.00 per square foot on an annual basis for a triple net lease, plus operating expenses, estimated to be \$12.00 per square foot on an annual basis. The building is partially refrigerated.

1701 N.W. 87 Avenue, Miami – \$17 per square foot on an annual basis for a modified gross lease, plus a prorated share of the building's operating expenses, estimated to be \$8.00 per square foot on an annual basis.



Genaro "Chip" Iglesias  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** January 22, 2014

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(9)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(9)  
1-22-14

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MAYA PLANTATION, INC., FOR PREMISES LOCATED AT 1351 N.W. 78 AVENUE, DORAL, FLORIDA, TO BE UTILIZED BY THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT, FOR ITS FOOD SERVICES BUREAU, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$13,570,000 FOR THE INITIAL FIVE-YEAR TERM OF THE LEASE AND THE ADDITIONAL FIVE-YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves the terms of the Lease Agreement between Miami-Dade County and Maya Plantation, Inc., for the premises located at 1351 N.W. 78 Avenue, Doral, Florida, to be utilized by the Miami-Dade Corrections and Rehabilitation Department, for its Food Services Bureau, with a total fiscal impact to Miami-Dade County estimated to be \$13,570,000, for the initial five-year term of the lease and the additional five-year renewal option period, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee to execute same, for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman  
Lynda Bell, Vice Chair

Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Jean Monestime  
Sen. Javier D. Souto  
Juan C. Zapata


Esteban L. Bovo, Jr.  
Audrey M. Edmonson  
Barbara J. Jordan  
Dennis C. Moss  
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 22<sup>nd</sup> day  
of January, 2014. This resolution shall become effective ten (10) days after the date of its  
adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an  
override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.  \_\_\_\_\_

Monica Rizo

## LEASE AGREEMENT

THIS AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between MAYA PLANTATION, INC., a Florida Corporation, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

### ***WITNESSETH:***

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the Demised Premises described as follows:

Approximately, 63,389 rentable square feet of air-conditioned office and freezer warehouse space located at 1351 N.W. 78 Avenue, Doral, Florida 33126, as identified in Exhibit "B" hereto

TO HAVE AND TO HOLD unto the said TENANT for a term of Five (5) years, plus one (1) additional five (5) year renewal option period, commencing on the latter of, 1) the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving this Lease Agreement, or 2) the acceptance of leased space by TENANT, following substantial completion of alterations by LANDLORD, as defined in Article XVIII below, which shall not be unreasonably withheld or delayed (the "Commencement Date") and terminating five years thereafter, for and at a total annual rental of Six-Hundred Thirty Three Thousand Eight Hundred Ninety Dollars and 00/100 (\$633,890.00) for the first year of the lease term, payable in twelve (12) equal monthly installments of Fifty-Two Thousand Eight Hundred Twenty Four Dollars and 16/100 (\$52,824.16), payable in advance on the first day of every month to Maya Plantation, Inc., 2901 NW 126 Avenue, Suite 2-209, Sunrise, Florida 33323, or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The annual rental for the second through the fifth lease year of the

initial lease term and any subsequent renewal option period shall be increased as per Article XXIII of the lease.

TENANT is a governmental entity and is therefore exempt from sales tax on the rent. TENANT will furnish LANDLORD a copy of its sales tax exemption certificate. In the event the Demised Premises are subleased or this Lease is assigned to a non-exempt entity, the non-exempt sublessee or assignee will be required to pay applicable Florida sales tax on the rent.

The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year on September 30. Therefore, October's payment may be delayed each year and LANDLORD is so acknowledging this fact without penalty to TENANT.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

#### **ARTICLE I**

#### **USE OF DEMISED PREMISES**

The area of the Demised Premises shall be used by TENANT for the performance of County business by County departments, agencies, and authorities and for the performance of work incidental thereto.

#### **ARTICLE II**

#### **CONDITION OF DEMISED PREMISES**

TENANT hereby accepts the Demised Premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement.



### **ARTICLE III** **UTILITIES**

LANDLORD, during the term hereof, shall pay all charges for water and sewer services used by TENANT. TENANT, shall pay for electricity, waste disposal, janitorial and custodial services used by TENANT.

### **ARTICLE IV** **MAINTENANCE**

LANDLORD agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following: Plumbing and electrical lines, light fixtures, and equipment (but not light bulbs or starters); Halls, stairways, elevators, Restrooms, Walls, paint, and flooring; back-up generator, air-conditioning and heating equipment as per Exhibit "A" herein; Roof and roof leaks; Windows, doors, and frames; Fire equipment, including inspection as required by applicable fire codes.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises during the term of this Lease Agreement, the aforementioned maintenance as described above.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after fifteen (15) days' written notification to do so by TENANT, TENANT may demand reimbursement from LANDLORD for such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and demand reimbursement from LANDLORD for the actual costs thereof. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike

manner. TENANT shall be responsible for janitorial and custodial services for the Demised Premises.

#### **ARTICLE V** **ALTERATIONS BY TENANT**

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to office furniture, fixtures and equipment, which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Subject to the above, removable partitions installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof. Any damage caused by the installation or removal of furniture, office equipment, removable partitions and fixtures shall be repaired by TENANT at the end of the lease term.

#### **ARTICLE VI** **DESTRUCTION OF DEMISED PREMISES**

In the event the Demised Premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty, as to deem the Demised Premises unsafe and untenable, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the building and Demised Premises to be repaired and placed in good condition within one

hundred eighty (180) days following the date of casualty, time being of the essence. If the Demised Premises sustained damages such that repairs cannot be completed within one hundred eighty (180) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the Demised Premises be untenable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the Demised Premises which do not render the entire Demised Premises untenable, the rents shall be proportionately abated in accordance with the extent to which TENANT is deprived of use, occupancy or full enjoyment of the premises, unless TENANT exercises its right of cancellation as set forth above.

#### **ARTICLE VII** **DISABLED INDIVIDUALS**

LANDLORD understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

LANDLORD further warrants that the Demised Premises and access thereto, including but not limited to restrooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes, LANDLORD covenants and agrees that the Demised Premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of

the Florida Statutes at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within one hundred twenty (120) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said one hundred twenty (120) day period, then LANDLORD agrees to commence such repairs within said one hundred twenty (120) day period and to diligently pursue the completion of same within a reasonable period thereafter. The specific repairs agreed to by the parties are described in Exhibit "D" hereto.

LANDLORD recognizes and agrees that throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the Demised Premises. LANDLORD agrees that TENANT may at TENANT's expense and subject to LANDLORD's prior reasonable approval, make such changes to the Demised Premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

#### **ARTICLE VIII** **NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the Demised Premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

**ARTICLE IX**  
**SIGNS**

Interior and/or exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to the building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

**ARTICLE X**  
**LANDLORD'S RIGHT OF ENTRY**

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said Demised Premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease Agreement.

**ARTICLE XI**  
**LIABILITY FOR DAMAGE OR INJURY**

TENANT shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused solely by the negligence or willful misconduct of TENANT, its agents, employees or invitees, subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE XII**  
**PEACEFUL POSSESSION**

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the Demised Premises above described, without hindrance or molestation by LANDLORD.

**ARTICLE XIII**  
**SURRENDER OF DEMISED PREMISES**

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said Demised Premises in as good condition as said Demised Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

**ARTICLE XIV**  
**INDEMNIFICATION AND HOLD HARMLESS**

LANDLORD shall indemnify and hold harmless the TENANT and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TENANT or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence of the LANDLORD. LANDLORD shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TENANT, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LANDLORD expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by LANDLORD shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TENANT, or its officers, employees, agents, and instrumentalities as herein provided.

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

**ARTICLE XV**  
**SUCCESSORS IN INTEREST**

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

**ARTICLE XVI**  
**ASSIGNMENT BY LANDLORD**

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage

if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement. Notwithstanding any law to the contrary, LANDLORD and TENANT agree that the rights created by this Lease Agreement shall be subordinate to any other instruments affecting the Demised Premises, such as mortgages, subsequent purchase agreements, or encumbrances, whether presently in existence or later created or filed.

#### **ARTICLE XVII** **NON-DISTURBANCE**

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with TENANT wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way



affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder or any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's work, LANDLORD shall use commercially reasonable efforts to obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained herein shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Lease Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Lease Agreement, LANDLORD agrees to indemnify TENANT for such costs.

#### **ARTICLE XVIII** **IMPROVEMENTS OF THE DEMISED PREMISES**

A. LANDLORD'S WORK: Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD, at its expense, shall complete and prepare the demised

premises for TENANT's initial occupancy in good, workmanlike, and timely manner in accordance with the tenant requirements, which includes the installation of a walk-in freezer measuring approximately 3,000 square feet, and an industrial back-up generator, which shall support the entire electrical capacity of the building, as per specifications provided by the LANDLORD, and approved by the TENANT, attached hereto as Exhibit "E" and Exhibit "F." LANDLORD must also comply with all ADA requirements, which shall include but not limited to, restrooms, doors, hardware, entrances, parking lot, ramps, railings, as per ADA assessment report provided by Miami-Dade County. Copies of which are initialed by the parties hereto and incorporated herein by this reference as Exhibit "C" and "D." LANDLORD reserves the rights, however:

1. to substitute materials of equivalent grade and quality when and if any material specified in the Plans shall not be readily and reasonably available;
2. to make changes necessitated by conditions met in the course of construction, provided that TENANT's approval of any such change shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Plans); and
3. to make changes as required by the local building department in order to obtain a building permit or Certificate of Occupancy.

B. LANDLORD shall substantially complete all work and improvements as set forth in the Plans within one hundred twenty (120) calendar days of the issuance of a building permit, provided that, if such work and improvements cannot feasibly be substantially completed within said one hundred twenty (120) day period, then LANDLORD agrees to commence such work and improvements within said one hundred twenty (120) day period and to diligently pursue the substantial completion of same within a reasonable period thereafter. Issuance of a Certificate of Occupancy shall determine when substantial completion has occurred, and shall so notify both

parties hereto. Improvements to the demised premises shall be deemed substantially completed when all work is done in accordance with the Plans notwithstanding the necessity to correct, adjust, or complete certain items ("Punch-List" items), so long as such corrections, adjustments, or completions do not impede TENANT from using and occupying the demised premises for the purposes intended, as expressed in the Plans. LANDLORD shall complete such Punch-List at its expense at a time mutually convenient to both parties.

C. LANDLORD shall not charge TENANT any construction supervision, management supervision, consultation, or other fees with respect to the construction of the improvements to the demised premises. TENANT has the right to inspect the premises during construction, and all work which is reasonably unsatisfactory to TENANT must be corrected or repaired at LANDLORD's expense. TENANT shall reimburse the LANDLORD for the installation of the walk-in freezer, and an industrial back-up generator, estimated to cost \$606,036.00 including the labor, parts, equipment and permits, which shall be payable as additional rent in sixty (60) equal monthly installments of \$10,100.60, payable in advance with the monthly rental. Any amount exceeding the \$606,036.00 shall be paid by LANDLORD and TENANT, but in no event shall the TENANT's contribution exceed \$610,000.00 Dollars.

#### **ARTICLE XIX** **OPTION TO RENEW**

Provided this Lease Agreement is not otherwise in default, TENANT through its County Mayor or the County Mayor's designee is hereby granted the option to extend this Lease Agreement for one (1) additional five (5) year renewal option period upon the same terms and conditions, except that the rental rate shall be increased as per Article XXIII, by giving LANDLORD notice in writing at least one hundred twenty (120) days prior to the expiration of this Lease Agreement or any extension thereof

**ARTICLE XX**  
**CANCELLATION**

TENANT, through its County Mayor or the County Mayor's designee, shall have the right to cancel this Lease Agreement after the initial five-year term of the Lease, by giving LANDLORD at least ninety (90) days written notice prior to its effective date.

**ARTICLE XXI**  
**HVAC MAINTENANCE**

Without limiting the obligations of LANDLORD as set forth in ARTICLE IV, "Maintenance" of this Lease Agreement, LANDLORD shall be required to initiate and maintain a commercial HVAC system maintenance contract, which shall call for regular maintenance and service to such air conditioning system in accordance with industry standards.

**ARTICLE XXII**  
**NOTICES**

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

**TENANT:**

Internal Services Division  
Real Estate Development Division  
111 N.W. First Street, Suite 2460  
Miami, Florida 33128

**LANDLORD:**

Maya Plantation, Inc.  
c/o Florida Beauty Flora  
PO Box 528042  
Miami FL 33152-8042

**With a copy to:**

Ronald A. Kriss, Esq.  
Stroock & Stroock & Lavan LLP  
200 S. Biscayne Blvd., Suite 3100  
Miami, FL 33131

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to

LANDLORD to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

**ARTICLE XXIII**  
**RENT ADJUSTMENT**

The base rent for the second through the fifth year of the initial Lease term and each subsequent twelve-month period thereafter, shall be computed by multiplying the Annual Base Rent of \$633,389.00 by a fraction whose numerator shall be the Consumer Price Index (CPI) for the month which is two months prior to the end of such twelve-month period and whose denominator shall be the Consumer Price Index (CPI) for the month which is two months prior to the commencement date of the Lease Agreement. For purposes hereof, the base year shall be 2013 and the Consumer Price Index to be used shall be the National Consumer Price Index for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indexes or data of similar type. The LANDLORD shall notify the TENANT of the adjusted monthly rent, in writing, prior to the respective anniversary date, if such rent adjustment occurs. In no event shall the rent adjustment be less than the rent for the preceding year or exceed an increase of three percent (3%) per annum. The base year for the second renewal option period shall be adjusted to base year 2018.

**ARTICLE XXIV**  
**ADDITIONAL RENT**

Operating Expenses: TENANT shall be responsible for its prorated share of the building's operating expenses over the base year 2013. Upon submission of invoices and documentation of paid bills, TENANT shall reimburse LANDLORD as additional rent; its prorated share of any increases over the Base Year 2013, in the building's operating expenses, which is agreed to be 100% of the Building's rentable square feet. TENANT shall not be

responsible for any increases that exceed ten percent (10%) of the previous year's operating expenses; excluding non-controllable expenses such as real estate property taxes and insurance which shall be based on the actual pro-rated share of the actual payment for the fiscal year. Such operating expenses shall be limited to increases in ad valorem real estate taxes, insurance (including property, liability and flood insurance), building maintenance and management, landscaping, electricity, HVAC, janitorial and custodial services, water and sewer, security services and security systems. Outdoor areas used by TENANT shall be included. It is agreed that the ad valorem taxes due in November of each year shall be the figure used in calculating the Real Estate Taxes.

#### **ARTICLE XXV** **ENVIRONMENTAL QUALITY**

Without prejudice to any other obligation of LANDLORD pursuant to this Lease Agreement, LANDLORD shall at all times comply with the following requirements:

A. INDOOR AIR QUALITY. LANDLORD shall at all times maintain the Heating, Ventilation, and Air Conditioning System (HVAC), and shall perform at least the minimum periodic preventative maintenance on the HVAC system equipment as specified in the attached Exhibit "HVAC System preventative Maintenance for Leased Space" applicable to the TENANT premises.

B. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the Demised Premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices observed by TENANT but never as a preventative measure. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter the TENANT premises. TENANT encourages LANDLORD to employ the use of traps, baits, or portable

vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. LANDLORD shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

C. NOTICE OF RENOVATION OPERATIONS. LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. LANDLORD and its designated contractor will use only nontoxic paint or other surface coatings, and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the build-out renovation of the demised space.

D. Hazardous materials, as defined in Chapter 24 of the Code of Miami-Dade County, shall not be used, generated, handled, disposed of, discharged or stored on the Leased Premises, except in limited quantities as permitted by applicable law. The requirements of this section may be enforced by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided by law or ordinance. TENANT hereby indemnifies and holds harmless LANDLORD against all claims, causes of action, liability or loss, including reasonable attorney's fees and costs on the trial and appellate level, arising out of a violation by TENANT of this provision.

**ARTICLE XXVI**  
**WAIVER OF LANDLORD'S LIEN**

LANDLORD, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, or otherwise, now or hereafter belonging to or in the possession of TENANT. Further, TENANT may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

**ARTICLE XXVII**  
**FORCE MAJEURE**

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

**ARTICLE XXVIII**  
**LANDLORD'S DEFAULT**

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced



such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

#### **ARTICLE XXIX** **WAIVER**

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT's rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no

acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

**ARTICLE XXX**  
**DEFAULT OF TENANT**

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

**ARTICLE XXXI**  
**AMENDMENT**

All amendments to this Lease Agreement must be in writing and signed by LANDLORD prior to submittal to the Miami-Dade County Board of County Commissioners.

**ARTICLE XXXII**  
**GOVERNING LAW**

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in

accordance with the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County.

**ARTICLE XXXIII**  
**HOLDOVER**

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred twenty five percent (125%) of the monthly rental in effect immediately upon expiration of the lease, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in full force and effect on said month to month basis. TENANT shall indemnify LANDLORD for any damages resulting from such holdover, subject to the limitations of Section 768.28, Florida Statutes.

**ARTICLE XXXIV**  
**NO RECOURSE TO LANDLORD**

TENANT shall look only to LANDLORD's interest in the Property for recovery of any sums due from LANDLORD hereunder, and neither LANDLORD nor any of its officers, directors, shareholders or principals shall be personally liable for any such amounts.

**ARTICLE XXXV**  
**OPTION TO PURCHASE**

During the term of this Lease Agreement or any extension or renewal thereof, the TENANT shall have the option of purchasing the Building and the land comprising of Folio # 35-3034-000-0060, at any time by notifying LANDLORD in writing. If the option to purchase is exercised by the TENANT, the demised premises will then be purchased on an "as is" condition subject to the covenants and conditions set forth in this Lease Agreement and subject to the parties arriving at a mutually agreed upon purchase

price. Upon acquisition of the building and the land, this Lease agreement shall be declared null and void.

**ARTICLE XXXVI**  
**BROKERS**

The parties each represent and warrant one to the other that except as hereinafter set forth, neither of them has employed any broker in connection with the negotiations of the terms of this Lease Agreement or the execution hereof, LANDLORD recognizes ComReal Miami, Inc., Industrial Real Estate Services is representing the LANDLORD as the broker with whom LANDLORD has dealt in this transaction. LANDLORD shall pay any commissions payable to such broker pursuant to separate agreement.

**ARTICLE XXXVII**  
**WRITTEN AGREEMENT**

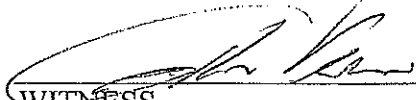
This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

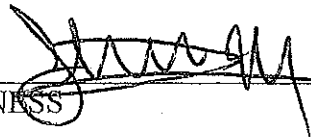
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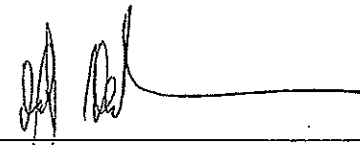
IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

MAYA PLANTATION, INC.  
a Florida Corporation

  
WITNESS

  
WITNESS

By:   
Ralph Milman  
Director  
(LANDLORD)

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Carlos A. Gimenez  
Mayor  
(TENANT)

Approved by the County Attorney as  
to form and legal sufficiency. \_\_\_\_

## EXHIBIT "A"

### HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

- I. FILTERS - Applicable to all supply conditioned air to TENANT premises:
  - A. High-efficiency type (ASHRAE rated 85%) - preferred - changed every 2 years.
  - B. Electrostatic antimicrobial - minimum acceptable - cleaned every 30 days.
- II. OUTSIDE AIR INTAKE - applicable on all central systems:
  - A. Check for cleanness and operation if motorized louvers - filter preferred - quarterly.
- III. TEMPERATURE AND HUMIDITY - Temperature 73-78 degrees - Humidity 50-60%:
  - A. ASHRAE generally accepted comfort zone for South Florida.
  - B. Check controls and verify temperature and humidity are at or near guidelines - monthly.
- IV. AIR HANDLER - Separate type or self-contained in AC package unit as applicable:
  - A. Clean coils and check for leaks and loose connections - check quarterly.
  - B. Lubricate fan motors and check belts - quarterly.
  - C. Check air intake and exhaust - quarterly.
  - D. Check fan motors for overheating and vibration - quarterly.
  - E. Check structural frame for sturdiness - quarterly.
  - F. Check and clean contact points in switches - quarterly.
  - G. Check condensate drip pan for standing water. Clean and spray with algicide quarterly.
  - H. Check, remove trash, and clean condensate drain and trap - quarterly.
- V. COMPRESSOR - Separate or self-contained in AC package unit as applicable:
  - A. Check for indication of leakage - monthly.
  - B. Check pressure and temperature - quarterly.
- VI. PUMPS as applicable:
  - A. Inspect belts for damage, tension, and alignment - quarterly.
  - B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
  - C. Check phase voltage and impeller - yearly.
- VII. COOLING TOWER as applicable:
  - A. Check water level - minimum monthly - prefer weekly.
  - B. Check oil level in gear reducers - monthly.
  - C. Check for leaks and excessive noise or vibration - monthly.

D. Check water quality/chemical treatment - monthly.

VIII. BUILDING EXTERIOR:

A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.

IX. CEILING TILES:

A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.

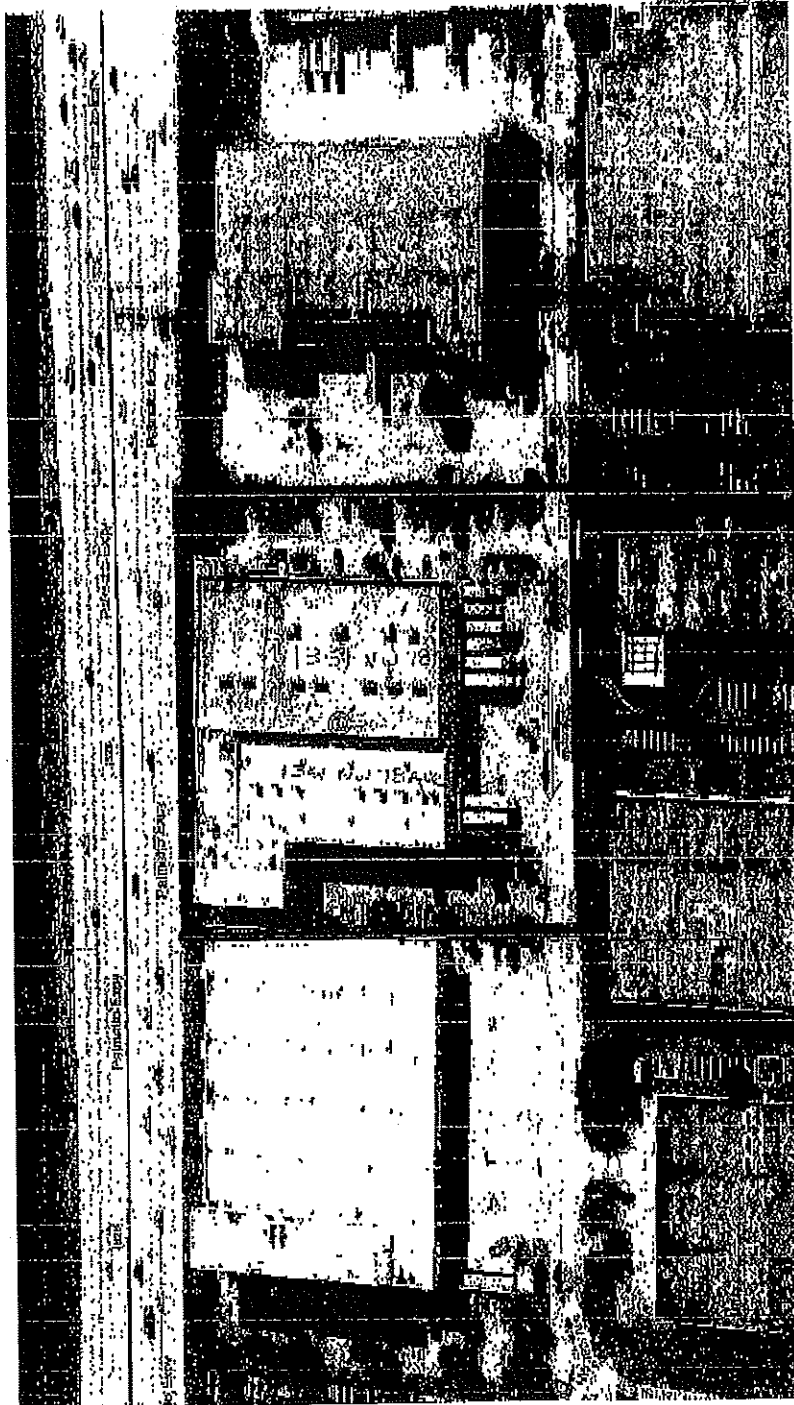
X. SUPPLY AND RETURN AIR DUCTS:

A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

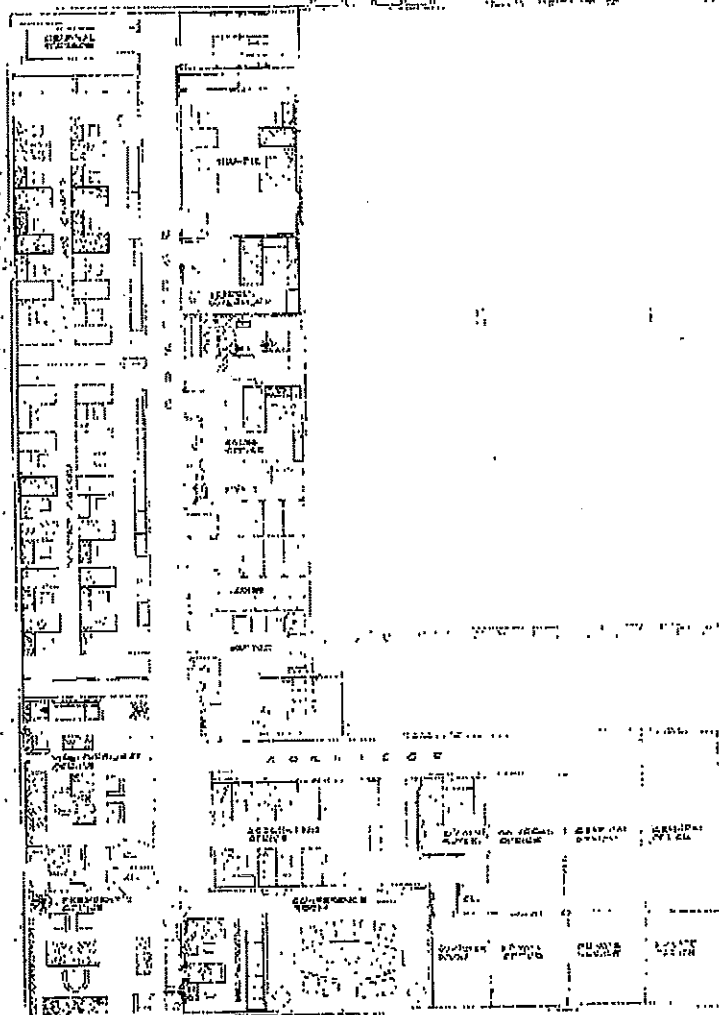
Improvements

EXHIBIT "B"

LEASED PREMISES







SECOND FLOOR PLAN - FURNITURE LAYOUT

## EXHIBIT "C"

### AGREED REPAIRS

1. Paint entire office space throughout
2. Repair leaks, if any
3. Replace lights and/or light fixtures as necessary
4. Repair and/or replace outlets as necessary
5. Replace carpet throughout entire demised premises
6. Replace baseboard throughout the entire demised premises
7. Repair tiles as necessary
8. Repair cabinets as necessary
9. Motorize a minimum of two (2) roll-up doors to warehouse
10. Clean air conditioning vents
11. Repair roof leaks, if any
12. Repair or replace door hardware as necessary

**EXHIBIT "D"**  
**ADA REQUIREMENTS**

**Date:** October 25, 2012

**To:** Ralph Milman, Director  
Maya Plantation, Inc.

**From:** Hugo Velasquez, ISD Built Environment Access Coordinator  
ISD NE Division

**Subject:** **ADA Assessment to Warehouse Building to be used by Corrections Department.**

---

August 16<sup>th</sup>, 2012, the On ADA assessment of the warehouse located at 1351 NW 78 Avenue was conducted by Hugo Velasquez, ISD Built Environment Access Coordinator, ISD NE Division, in order to verify ADA compliance. The findings are as follows:

**1. Existing Parking lot:**

The existing building provides a total of 102 existing parking spaces, including three designated accessible parking spaces. Approximately 34 spaces are located on the north side of the building, including one accessible parking space, and 68 spaces are located on the south side of the building, including two designated accessible parking spaces (Figure 1).

**1.1 Barrier:** The Required Minimum Number of Accessible Spaces does not comply with table ADAAG 4.1.2.5 (Figure 2).

**Proposed Solution:** Provide two new accessible parking spaces, for a total of 5 accessible parking spaces.

**1.2 Barrier:** Existing accessible parking space (north side) striping does not comply with parking recommendation layout developed by Office of ADA Coordination. **Proposed Solution:** Re-stripe existing parking space as per Office of ADA Coordination Sketch (Figure 3).

**1.3 Barrier:** The existing route connecting the existing accessible parking space (north side) to the existing building entrance is not accessible (Figure 4).

**Proposed Solution:** Provide one new Accessible Route from the existing accessible parking space (north side) to the existing building entrance that complies with ADAAG 4.3 Accessible Route.

**1.4 Barrier:** The two existing accessible parking spaces (south side) striping does not comply with the parking recommendation layout developed by Office of ADA Coordination.

**Proposed Solution:** Re-stripe the existing two parking spaces as per Office of ADA Coordination sketch (Figure 3).

**2. Existing Building Front Entrance (North):** **RAMP COMPLETED IN ACCORDANCE TO ADA**

The building front entrance level is elevated +/- 48"56" from the drop-off area. The change of elevation is negotiated through one concrete ramp and one monumental stair.

**2.1 Barrier:** Passenger Loading Zone is not provided for the drop-off area (Figure 5). **Proposed**

**Solution:** Provide one new passenger loading zone that complies with ADAAG 4.6.6 Passenger Loading Zone (Figure 6).

2.2 **Barrier:** Monumental stair existing railings and guardrails do not comply with ADAAG 4.9.4 Stair Railings (Figure 7).

**Proposed Solution:** Provide new guardrails and new handrails complying with ADAAG 4.9.4.

2.3 **Barrier:** The existing ramp is not accessible: ramp width, guardrails, handrails, and landings are non-compliant (Figure 9).

**Proposed Solution:** Provide new concrete ramp complying with ADAAG 4.8.

### 3. Existing Building Rear Entrances (South): NOT REQUIRED AS FRONT AND REAR ADA ENTRANCES SUFFICE.

There are two existing rear entrances at the south side of the building that are elevated +/- 56" above the existing parking level. The south east entrance is provided with both steps and concrete ramp connecting the building level with the parking level (Figure 10, 11). The south west entrance is provided with steps connecting the building level with the parking level (Figure 12). There are two designated accessible parking spaces in front of the south east entrance that do not comply with ADAAG (See Item 1.4).

3.1 **Barrier:** South east entrance existing concrete curb ramp running slope is 9.6%, exceeding the maximum 8.33% allowed slope.

**Proposed Solution:** Correct concrete curb ramp to comply with ADAAG 4.7.2 (Figure 13).

3.2 **Barrier:** South east concrete ramp top run's slope ranges between 9.7% and 10.1%, exceeding the maximum 8.33% allowed slope.

**Proposed Solution:** Correct concrete ramp to comply with ADAAG 4.8.

3.3 **Barrier:** South east entrance vestibule is accessed from the exterior of the building by one accessible out swinging double glass door, and from the interior of the building by one accessible out swinging metal door; however, the vestibule does not comply with the required minimum dimensions when Two Hinge Doors in Series, ADAAG Fig.26 (Figure 14) are present.

**Proposed Solution:** Rebuilt existing vestibule to provide Two Hinge Doors in Series (ADAAG Fig.26) minimum dimensions, or provide electronic door openers. 3.4 **Barrier:** South west entrance is not accessible.

**Proposed Solution:** Depending on the future use of the building, it may be required to adapt south west entrance to be accessible. Such decision is to be determined by ISD Real Estate and/or Miami-Dade Corrections Department based on the building program.

#### 4. Existing Main Lobby (North):

The main lobby is level to the building north entrance, and is served by one stair and one elevator to provide access to the second floor.

**4.1 Barrier:** Stair railings and guardrails do not comply with ADAAG 4.9.4 Stair Railings (Figure 15).

**Proposed Solution:** Provide new guardrails and handrails complying with ADAAG 4.9.4.

**4.2 Barrier:** Elevator existing flooring tile is raised, providing a sudden change of level of 1-1/2" between the elevator level and the vestibule level (Figure 16).

**Proposed Solution:** Level existing elevator flooring to provide a change of level compliant with 4.3.8 Change in Levels (Figure 17).

#### 5. Existing public restrooms (second floor):

The second floor is served by one set of public restrooms for each sex. The ADA barriers listed below apply for both male and female restrooms.

**5.1 Barrier:** Entry door opening is 29".

**Proposed Solution:** Replace door and frame to provide a Clear Width of 32" min., complying with ADAAG 4.13.5.

**5.2 Barrier:** Latch maneuvering clearance at pull side of the door is 12".

**Proposed Solution:** Relocate door and frame to provide 18" latch Maneuvering Clearance to comply with ADAAG 4.13.6, or install electronic door openers to comply with ADAAG 4.13.12.

**5.3 Barrier:** Drain pipe underneath lavatory lacks insulation.

**Proposed Solution:** Provide insulation underneath one lavatory to comply with ADAAG 4.19.4.

**5.4 Barrier:** Mirror bottom edge height is 42" a.ff.

**Proposed Solution:** Lower mirror so the bottom edge is at 40" a.ff. (ADAAG 4.19.6.)

**5.5 Barrier:** Restroom accessories highest operable part is located at 55" a.ff. **Proposed**

**Solution:** Lower all restroom accessories so the highest operable part is 48" a.ff max.

**5.6 Barrier:** Urinals are not accessible.

**Proposed Solution:** Lower one urinal so the rim is at 17" a.ff. max. (ADAAG 4.18) 5.7

**Barrier:** Standard stall is not provided within restrooms.

**Proposed Solution:** Provide one standard stall satisfying the conditions specified in ADAAG 4.17. Note: in order to provide one stall inside the restroom, it may be necessary to eliminate one toilet. That option needs to be evaluated against the plumbing fixture **count specified in the plumbing code.**

#### 6. Existing public restrooms (ground floor - below lobby level - close to the lobby):

There are several toilet rooms on the ground floor level serving the old portion of the warehouse. The ADA barriers listed below apply for both male and female toilet rooms.

**6.1 Barrier:** Door hardware, toilet rooms signage, grab bars positioning, mirror placement, toilet accessories, toilet fixtures clearances, etc. are not accessible.

**Proposed Solution:** Toilet rooms at ground floor level shall be retrofitted to comply with ADAAG 4.16, 4.17, 4.18, 4.19.

**6.2 Barrier:** Sink counter next to toilet rooms is 36" high, and underside of sink is not open for wheelchair access.

**Proposed Solution:** Adapt sink and counter to comply with heights and clearances specified on ADAAG 4.24.

**6.3 Barrier:** Stair connecting ground floor with lobby level has railings that are not accessible (Figure 18).

**Proposed Solution:** Provide new handrails complying with ADAAG 4.9.4 (Figure 8).

## 7. Existing public restrooms (ground floor - below lobby level — new portion of warehouse):

The ground floor is served by one set of public restrooms for each gender at the new portion of the warehouse. The ADA barriers listed below apply for both male and female restrooms.

**7.1 Barrier:** Side grab bar and rear grab bar are installed at uneven heights (Figure 19).

**Proposed Solution:** Reinstall grab bars to comply with ADAAG 4.26.2.

**7.2 Barrier:** Water closet flush valve is installed on the wall side of the water closet tank (Figure 19).

**Proposed Solution:** Replace water closet tank to have flush valve on the open side of the plumbing fixture.

**7.3 Barrier:** Door knob is round.

**Proposed Solution:** Replace door knob to comply with ADAAG 4.13.9.

**7.4 Barrier:** Restroom accessories highest operable part is placed higher than 48" a.ff.

**Proposed Solution:** Relocate restroom accessories to comply with ADAAG 4.2.5.

## 8. Existing employee lounge room (second floor):

The second floor is served by one employee lounge room. The architectural barriers are as follows:

**8.1 Barrier:** Door knob is round.

**Proposed Solution:** Replace door knob to comply with ADAAG 4.13.9.

**8.2 Barrier:** Sink counter is 36" high, sink piping is not insulated, and sink faucets are round (Figure 20).

**Proposed Solution:** Lower sink counter to 34" a.ff, insulate sink piping, and replace faucets to be lever type.

**8.3 Barrier:** Kitchen accessories highest operable part is placed higher than 48" a.ff.

**Proposed Solution:** Relocate kitchen accessories to comply with ADAAG 4.2.5.

## 9. Existing staging area (second floor):

The second floor is served by one staging area equipped with a kitchenette. The architectural barriers are as follows:

**9.1 Barrier:** Door knob is round.

**Proposed Solution:** Replace door knob to comply with ADAAG 4.13.9.

**9.2 Barrier:** Sink counter is 36" high, sink faucets are round, and underside of sink is not accessible (Figure 21).

**Proposed Solution:** Lower sink counter to 34" a.ff, replace faucets to be lever type, and open underneath of sink to allow wheeling in.

**9.3 Barrier:** The clear floor space in front of the sink is blocked by an adjacent counter (Figure 21).

**Proposed Solution:** Remove portion of the adjacent counter to allow a clear 48"x30" floor space rectangle.

**9.4 Barrier:** Staging area accessories highest operable part is placed higher than 48" a.ff.

**Proposed Solution:** Relocate staging area accessories to comply with ADAAG 4.2.5.

## 10. Existing conference room (second floor):

The second floor is served by one conference room. Overall, the room is accessible. The architectural barriers are as follows:

**10.1 Barrier:** Door knob is round.

**Proposed Solution:** Replace door knob to comply with ADAAG 4.13.9.

## 11. Staircase:

The building is served by one emergency stairwell:

**11.1 Barrier:** Staircase existing railings do not comply with ADAAG 4.9.4 Stair Railings (Figure 22).

**Proposed Solution:** Provide new guardrails and new handrails complying with ADAAG 4.9.4. (Figure 8).

## 12. Doors:

The building is served by one emergency stairwell:

**12.1 Barrier:** Door hardware throughout the building is round and requires tight grasping and twisting of the wrist to operate.

**Proposed Solution:** Where public, visitors, and employees with disabilities are present, replace door hardware to comply with ADAAG 4.13.9.

EXHIBIT "E"  
1/4

ESTIMATE

# **Kool Frontier Refrigeration Inc.**

824 West 70 PL Hialeah FL 33014

Lic: CAC057713 email: koolfrontier@aol.com

office: 305-825-0323 Fax: 1-305-280-5666

www.koolfrontier.com

DATE	ESTIMATE
4/19/2013	0204

FLORA LOGISTICS 3400 NW74 AVE MIAMI FL 33122
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ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
WALK-IN FREEZER 64X54X28	<p><b>SUMMARY OF SPECIFICATIONS:</b></p> <p>Description: One (1) 54' x 26' and One (1) 64' x 26' wall, One (1) 54' x 64' ceiling snap panel storage freezer panels for internal use; approximate exterior dimensions</p> <p>Insulation: 6" thick high density polystyrene</p> <p>Metal finish: 26 gauge mill embossed acrylume</p> <p>Door (s): One (1) 36" x 78" standard infitting, overlapped swing door with heavy duty hardware</p> <p>One (1) 10' x 10' manual sliding door</p> <p>One (1) 10' x 10' bi-parting manual sliding door</p> <p>Refrigeration: Two (2) complete outdoor remote R404A Beacon II systems (180,600 BTUH @ -20°F room temperature &amp; 95°F ambient temperature); each to include:</p> <p>One (1) 30 HP BOHN semi-hermetic condensing unit model BDVS3000L6D (460/3/60)</p> <p>Two (2) BOHN high velocity, electric defrost evaporators model BHL-480DPA (460/3/60)</p> <p>Accessories: sight glass, filter drier, pressure control, expansion valve, industrial thermostat, solenoid, coil, timer, condensate line heater and U.L. weather cover.</p> <p>One (1) year manufacturer's limited compressor &amp; parts warranty.</p> <p>Miscellaneous: One (1) thermometer, One (1) pressure relief vent, Silicone/ Caulking, Aluminum angle, Ceiling stringer, Metal trim</p> <p>Assembly: None included</p> <p>Price: \$85,000.00 Panels and doors</p> <p>\$72,000.00 Equipment (\$36,000.00 per system)</p> <p>INSTALLATION: OF EQUIPMENT, DOORS, WALL &amp; CEILING COST OF WORK : \$21,600.00</p> <p>Due to market volatility of materials and/or freight, cost is subject to change without notice. Prices to be confirmed at time of order.</p>	1	178,600.00	178,600.00
customer signature X_____		TOTAL		
Page 1				



EXHIBIT "E"  
2/4

ESTIMATE

# **Kool Frontier Refrigeration Inc.**

824 West 70 PL Hialeah FL 33014

Lic: CAC057713 email: koolfrontier@aol.com

office: 305-825-0323 Fax: 1-305-280-5666

www.koolfrontier.com

4/19/2013	0204
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FLORA LOGISTICS 3400 NW74 AVE MIAMI FL 33122
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ITEM	DESCRIPTION	ESTIMATE	QTY	TOTAL
FIRE SPRINKLER	SCOPE OF WORK. 1.) ADD A TOTAL OF 30 DRY PENDENT IN NEW WALKING FREEZER. 2.) PLAN AND PERMITS. 3.) Rising/Removal of any existing fire sprinkler pipe not shown on plans. 2.) No fire alarm, electrical, or fire extinguishers work. 3.) No concrete pads for fire pump controllers and transfer switch. 4.) After hours/weekend work. 5.) Shut down fees or fire watch. 6.) Painting and patching. 7.) Uninsured property damage. 8.) Bond & damages to mold. 9.) City tap-in fees. 10.) Flow test.	11,000.00		11,000.00T
ELECTRICAL WORK	ELECTRICAL WORK SCOPE FOR A NEW WALK-IN FREEZER INSTALLATION	15,000.00		15,000.00T
CONCRET FLOOR	INSTALLATION OF NEW 8" CONCRETE FLOOR.(including existing demolition concret floor.)	27,500.00		27,500.00T
RENTAL LIFT SERVICES	LIFT SERVICES	2,500.00		2,500.00T
Permits & Fee	Cost of city permit	2,750.00		2,750.00T
Arquitect Drawings	A complete set of construction plans as required by the Building Department, the set include: 1-) Electrical design 2-) Mechanical design 3-) Sprinkler design 4-) Structural design All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike.	16,500.00		16,500.00T
	SALES TAX	7.00%		17,769.50
				\$253,850.00
customer signature X-----		TOTAL		
Page 2		\$271,619.50		

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MIA 31190301v4

EXHIBIT "E"  
3/4

ESTIMATE

**Kool Frontier Refrigeration Inc.**  
824 West 70 PL Hialeah FL 33014  
Lic: CAC057713 email:koolfrontier@aol.com  
office: 305-825-0323 Fax: 1-305-280-5666  
www.koolfrontier.com

DATE	ESTIMATE NO.
4/19/2013	0204

FLORA LOGISTICS  
3400 NW74 AVE  
MIAMI FL 33122

ITEM	DESCRIPTION	COST	TOTAL
WALK-IN FREEZER 64X54X28	<p><b>SUMMARY OF SPECIFICATIONS:</b></p> <p>Description: One (1) 54' x 26' and One (1) 64' x 26' wall, One (1) 54' x 64' ceiling snap panel storage freezer panels for internal use; approximate exterior dimensions</p> <p>Insulation: 6" thick high density polystyrene</p> <p>Metal finish: 26 gauge mill embossed acrylume</p> <p>Door (s): One (1) 36" x 78" standard infitling, overlapped swing door with heavy duty hardware</p> <p>One (1) 10' x 10' manual sliding door</p> <p>One (1) 10' x 10' bi-parting manual sliding door</p> <p>Refrigeration: Two (2) complete outdoor remote R404A Beacon II systems (180,600 BTUH @ -20°F room temperature &amp; 95°F ambient temperature); each to include:</p> <p>One (1) 30 HP BOHN semi-hermetic condensing unit model BDVS3000L6D (460/3/60)</p> <p>Two (2) BOHN high velocity, electric defrost evaporators model BHL-480DPA (460/3/60)</p> <p>Accessories: sight glass, filter drier, pressure control, expansion valve, industrial thermostat, solenoid, coil, timer, condensate line heater and U.L. weather cover.</p> <p>One (1) year manufacturer's limited compressor &amp; parts warranty.</p> <p>Miscellaneous: One (1) thermometer, One (1) pressure relief vent, Silicone/ Caulking, Aluminum angle, Ceiling stringer, Metal trim</p> <p>Assembly: None included</p> <p>Price: \$85,000.00 Panels and doors</p> <p>\$72,000.00 Equipment (\$36,000.00 per system)</p> <p>INSTALLATION: OF EQUIPMENT, DOORS, WALL &amp; CEILING COST OF WORK : \$21,600.00</p> <p>Due to market volatility of materials and/or freight, cost is subject to change without notice. Prices to be confirmed at time of order.</p>	178,600.00	178,600.00T
customer signature X-----		TOTAL	
Page 1			

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MIA 31190301v4

EXHIBIT "B"  
4/4

ESTIMATE

# **Kool Frontier Refrigeration Inc.**

824 West 70 PL Hialeah FL 33014

Lic: CAC057713 email:koolfrontier@aol.com

office: 305-825-0323 Fax: 1-305-280-5666

www.koolfrontier.com

DATE	ESTIMATE
4/19/2013	0204

TO/ADDRESS
FLORA LOGISTICS 3400 NW74 AVE MIAMI FL 33122

ITEM	DESCRIPTION	COST	QTY	TOTAL
FIRE SPRINKLER	SCOPE OF WORK. 1.) ADD A TOTAL OF 30 DRY PENDENT IN NEW WALKING FREEZER. 2.) PLAN AND PERMITS. ) Rising/Removal of any existing fire sprinkler pipe not shown on plans. 2.) No fire alarm, electrical, or fire extinguishers work. 3.) No concrete pads for fire pump controllers and transfer switch. 4.) After hours/weekend work. 5.) Shut down fees or fire watch. 6.) Painting and patching. 7.) Uninsured property damage. 8.) Bond & damages to mold. 9.) City tap-in fees. 10.) Flow test.	11,000.00		11,000.00T
ELECTRICAL WORK	ELECTRICAL WORK SCOPE FOR A NEW WALK-IN FREEZER INSTALLATION	15,000.00		15,000.00T
CONCRET FLOOR	INSTALLATION OF NEW 8" CONCRETE FLOOR.(including exlsting demolition concret floor.)	27,500.00		27,500.00T
RENTAL LIFT SERVICES	LIFT SERVICES	2,500.00		2,500.00T
Permits & Fee	Cost of city permit	2,750.00		2,750.00T
Arquitect Drawings	A complete set of construction plans as required by the Building Department, the set include: 1-) Electrical design 2-) Mechanical design 3-) Sprinkler design 4-) Structural design All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications subultited for above work and completed in a substantial workmanlike.	16,500.00		16,500.00T
	SALES TAX	7.00%		17,769.50
				\$253,850.00
costumer signature X-----		TOTAL		
Page 2		\$271,619.50		

ESTIMATE

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DATE	ESTIMATE #
8/13/2013	0227

NAME / ADDRESS
FLORA LOGISTICS 3400 NW74 AVE MIAMI FL 33122

ITEM	DESCRIPTION	COST	QTY	TOTAL
POWER GENRATOR 300K W	<p>"POWER BACK GENERATOR 300K W FOR THE MAIN BUILDING OFFICES FIRST &amp; SECOND FLOOR AND THE CENTRAL AIR CONDITIONING"</p> <p>1-(One) NEW DIESEL GENERATOR SETS BY MTS RATED: 300Kw/360Kva @ 1800RPM, 3 Phase, 60Hz. 1. TECHNICAL OFFER New Diesel Generator Set by MTS 300KW/360KVA Stand By Duty 240VOLTS DELTA, Three Phase, 60 Cycles, 0.8 Power Factor, 903Amps 1.1 DIESEL ENGINE Cummins Diesel Engine Model: QSM11-G4 -11 Liter Displacement -EPA Certified Tier 3 -6 Cylinder, Water Cooled Engine, In Line Type -Turbo Charged, &amp; Direct Injected -Mechanical Engine Governor -Cummins Fuel Injection Pump -12Volt DC Starter and Battery Charging Alternator -Heavy Duty DRY TYPE Air Cleaner -Tropicalized Radiator Mounted on Unit 1.2 ALTERNATOR CHARACTERISTICS -Newage Alternator -Single Bearing Direct Coupled To Engine Via Flex plate -Brush less, 12 Lead Reconnect able -300Kw Standby Rating @ 125 Degree Rise -240 Volts Delta, Three Phase, 60 Cycles -NEWAGE Automatic Voltage Regulator Model: SX460 1.3 Control Panel -MTS Model GCU-3000 Digital Engine, Generator -GCU-3000 Engine Autos Start/Stop Module -Digital Volts, Hertz, Amps, Hours, DC Volts Meter -Oil Pressure -Engine Temperature -Service Hour Meter -RA-485 Remote Annunciator 1.4 Full Engine Safety Shutdowns -High Engine Temperature -Low Oil Pressure -Over Crank -Over Speed</p>	78,750.00		78,750.00
Page 1		TOTAL		

EXHIBIT "F"  
2/5

ESTIMATE

# **Kool Frontier Refrigeration Inc.**

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office: 305-825-0323 Fax: 1-305-280-5666

www.koolfrontier.com

DATE	ESTIMATE
8/13/2013	0227

NAME / ADDRESS
FLORA LOGISTICS 3400 NW74 AVE MIAMI FL 33122

ITEM	DESCRIPTION	COST	QTY	TOTAL
POWER GENRATOR 500KW	<p>1.5Chassis -Heavy Duty Steel Construction -500 Gallon Skid Double Walled Fuel Tank UL1-42 -Five Gallon Over Fill Containment -Audible Leak Alarm -Necessary Vents and Hardware -Primed and Painted</p> <p>1.6Batteries -One Heavy Duty 12VDC -Battery Base -Battery Cables</p> <p>1.7Vibration Isolation -6 pcs Rubberized Isolators</p> <p>1.8Muffler -Residential Grade Silencer (1)</p> <p>-Necessary Hardware for Installation</p> <p>1.9Main Breaker -Molded Case -1000Amp Rating -Installed on Unit</p> <p>1.10Enclosure -Aluminum Insulated Sound Enclosure -Four Lateral Access Doors -1" Egg Crate Shaped Rubberized Insulation - Keyed Alike Door Locks -Front Discharge Deflector -Painted Camel Beige</p> <p>Adder for Culter Hammer 1000A Automatic Transfer Switch WARRANTY: One YEAR OR 1,000 HOURS WHICHEVER OCCURS FIRST DELIVERY: 4-6 WEEKS AFTER RECEIPT OF CONFIRMED ORDER AND DEPOSIT VALIDITY: 90 DAYS</p> <p>"POWER BACK GENERATOR 500KW/600KVA FOR WALK-IN COOLERS FREEZER ONLY"</p> <p>1-(One) NEW DIESEL GENERATOR SET BY MTS RATBD: 500KW/600KVA STANDBY DUTY AT 480/277V. 1. TECHNICAL OFFER New Diesel Generator Set by MTS 500KW/600KVA Standby Duty Rating 480/277 VOLTS, Three Phase, 60 Cycles, 0.8 Power Factor, 733Amps DIESEL ENGINE -John Deere Diesel Engine Model: EP6135HPG75</p>	99,650.00		99,650.00T
Page 2		TOTAL		

A-7

MIA 31190301v4

EXHIBIT "F"  
3/5

ESTIMATE

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DATE	ESTIMATE #
8/13/2013	0227

NAME / ADDRESS
FLORA LOGISTICS 3400 NW74 AVE MIAMI FL 33122

ITEM	DESCRIPTION	COST	QTY	TOTAL
	<ul style="list-style-type: none"> <li>-EPA Certified Tier 2</li> <li>-In-Line Type 6 Cylinder, 4 Stroke</li> <li>-13.5 Liter</li> <li>-Turbo Charged and Intercooled</li> <li>-Electronic Engine Governor (John Deere)</li> <li>-John Deere Electronic Fuel Injection Pump</li> <li>-12 Volt DC Starter and Battery Charging Alternator</li> <li>-Heavy Duty DRY TYPE Air Cleaner</li> <li>-Tropicalized Radiator Mounted on Unit 104 degree F</li> <li>-Flexible Fuel Lines</li> <li>ALTERNATOR CHARACTERISTICS</li> <li>-STAMFORD NEWAGE Alternator</li> <li>-Model: HCI534C1L w/ PMG Excitation</li> <li>-Single Bearing Direct Coupled To Engine Via Flex plate</li> <li>-Brushless, 12 Lead Reconnectable, Class H Insulation</li> <li>-500Kw Standby Rating @ 150 Degree Rise Temperature</li> <li>-480/277 Volts, Three Phase, 60 Cycles</li> <li>-Automatic Voltage Regulator Model: MX341</li> <li>Control Panel</li> <li>-MTS Engine and Generator Digital Control Panel</li> <li>-GCU3000 DIGITAL Electronic Engine Controller w/LED Indicators</li> <li>-Automatic/Remote Start/Stop Module</li> <li>-Digital Service Hour Meter, Voltmeter, Hertz Meter, &amp; Amp Meter</li> <li>-Battery Condition Meter</li> <li>Full Engine Safety Shutdowns</li> <li>-High Temperature</li> <li>-Low Oil Pressure</li> <li>-Over Crank</li> <li>-Over Speed</li> <li>Chassis and Fuel Tank</li> <li>-Skid Mounted Double Walled UL-142</li> <li>-500 Gallon Single Fuel Tank</li> <li>-FEDP Package</li> <li>-Necessary Vents and Hardware as Required</li> <li>-Primed and Painted</li> </ul>			
Page 3		TOTAL		

EXHIBIT "F"  
4/5

ESTIMATE

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DATE	ESTIMATE
8/13/2013	0227

NAME / ADDRESS
FLORA LOGISTICS 3400 NW74 AVE MIAMI FL 33122

ITEM	DESCRIPTION	COST	QTY	TOTAL
	Batteries -Two Heavy Duty 12VDC 900CCA -Battery Base -Battery Cables -120VAC 5 Amp Automatic Battery Charger Muffler -Critical Grade Silencer (1) -Rain Cap 1.8 Enclosure -Aluminum Insulated Sound Attenuated Enclosure -Four Lateral Lockable Access Doors -Instrument Access Panel Lockable -Front Cowl -Painted Camel Beige -1" Egg Crate Style Sound Insulation 1.9 Breaker -2ea. 400 Amp Molded Case Circuit Breaker -Mounted on Unit Generator, Enclosure, & Tank Automatic Transfer Switches 2ea. - ATS21 /400/3N3 Plus Applicable Sales Tax. WARRANTY: Two One Year OR 2,000 Hours Whichover Occurs First DELIVERY: 8-10 Weeks After Receipt Of Confirmed Order and Deposit VALIDITY: 90 DAYS			
Page 4		TOTAL		

ESTIMATE

**Kool Frontier Refrigeration Inc.**  
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www.koolfrontier.com

DATE	ESTIMATE #
8/13/2013	0227

CONTRACT ADDRESS
FLORA LOGISTICS 3400 NW74 AVE MIAMI FL 33122

ITEM	DESCRIPTION	COST	QTY	TOTAL
LABOR AND MATERIALS	"LABOR AND MATERIALS FOR BOTH GENERATORS AND AUTOMATIC TRANSFER SWITCHES"	65,900.00		65,900.00
	Install 1000AMPS automatic transfer Switch provided by others that shall be fed from existing 1000AMPS Disconnect. Install new 300KW Generator provided by others no further than 30 feet from new transfer switch. Install two 400 AMPS . automatic transfer switch provided by others that shall be located next to existing Main Distribution Panel. Install new Two ATS 400 amps each (automatic transfer switch) (OEN 500KW) KW GENERATOR provided by others no further than 60 feet from new transfer switch ( permits and fees included). PRICE INCLUDES ALL LABOR AND MATERIALS FOR A COMPLETED INSTALLATION OF THE JOB MENTIONED ABOVE. 60 % down payment to start the project 30 % after installation 10% final payment when job is done. Sales Tax	0.00%		0.00
Down payment				\$244,300.00
Page 5		TOTAL \$244,300.00		



## AS PER ARTICLE XXXVI

### Brokerage Commission Agreement

This Commission Agreement is between ComReal Miami, Inc. ("ComReal"), a Florida licensed real estate brokerage corporation, and Maya Plantation, Inc. ("Owner") and/or its assigns of the Property located at 1351 NW 78<sup>th</sup> Avenue, Doral, FL 33126 ("the Property"). ComReal offers its brokerage services in accordance with the commission schedule below for the lease transaction between Owner and Miami-Dade County ("the Tenant") and/or its successors, assigns, agent, partner, subsidiary, affiliate or holding company or an officer or major shareholder. Unless otherwise designated by Tenant, ComReal will remain the designated broker during the term of the Lease Agreement.

#### **COMMISSION(S):**

"Gross rental income" is the total rent as defined in the lease, including the payment by tenant of operating expenses and taxes. Should the lease form be a "net" lease agreement, then the commission shall include the sum of the "net rental income" and "operating expenses" such as property taxes, insurance, maintenance, etc. Lease Commissions are paid as follows: One-half of the Commission upon bilateral signing of the lease, with the remaining one-half paid on occupancy of the space by the tenant and lease commencement. Extensions of lease agreements by option, renewal, extension or expansion, option to purchase, ("Extensions") are considered an extension of the original lease period for purposes of the calculations. Such commissions are payable upon bi-lateral agreement to the Extension, whether by written agreement or oral agreement.

The commission to be paid by Owner for the leasing of the Property shall be based on a schedule of percentages of all "Rent", payable by Tenant under the terms of such Lease during the initial stated term of the Lease. The schedule is as follows:

First five years of base period:	Two and seven-tenths percent (2.7%) of gross rent
Second five years of base period:	One and eight-tenths percent (1.8%) of gross rent
<u>No commissions shall be due to ComReal after the tenth year.</u>	

No leasing commission shall be deemed earned or payable until a lease has been bilaterally executed and any good faith deposit and advance rent required under the lease has been deposited with Owner. In the event no lease closing occurs, for any reason whatsoever, no commission shall be due or payable to ComReal or any co-broker, and no co-broker shall have any interest in any forfeited deposit.

Payments and correspondence can be mailed to ComReal at: c/o Edward Redlich, P.A., SIOR, CCIM, Vice-President, ComReal Miami, Inc. 2335 NW 107th Avenue, Suite #2M02, Mailbox 126, Doral, Florida 33172, 305-591-3044 Office 888-316-6818 Fax

#### **SALE OR TRANSFER**

Should Tenant its successors, assigns, agent, partner, subsidiary, affiliate or holding company or an officer or major shareholder (in the event the buyer is a corporation), purchase the Property, then the Owner shall pay a sales Commission to ComReal equal to Two Percent (2.0%) of the purchase price (or fair market value of the Property exchanged or transferred into a joint venture), payable at closing less a credit for any unearned leasing commission associated with a tenant/buyer already paid to ComReal. If the transaction does not close because of failure of buyer, or other transference to perform and a deposit or deposits are retained, or Owner collects damages from the buyer (by suit or otherwise), Fifty Percent (50%) of such sums, but not exceeding the Commission set forth above, shall be paid to ComReal as full consideration for ComReal's services, (including costs expended by ComReal), and the balance shall be paid to Owner. Should the Owner sell the Property to a third party, the Owner will no longer be responsible of the leasing commissions. However, the new owner will then be responsible for future payments of the leasing commissions. The Owner promises to provide this Brokerage Commission Agreement to the new owner upon the sale of the Property.

#### **FLORIDA LIEN LAW**

In the event of a lease of the Property, The Florida Commercial Real estate Leasing Lien Act, Part IV of Chapter 475, Florida Statutes (the "Act"), provides that when a Broker has earned a commission by performing licensed services under this Brokerage Agreement, the Broker may claim a lien against the Owner's interest in the property for the Broker's commission. The Broker's lien rights under the Act cannot be waived before the commission is earned.

In the event of a sale of the Property, The Florida Commercial Real Estate Sales Commission Lien Act, Part III of Chapter 475, Florida Statutes (the "Act"), provides that when a Broker has earned a commission by performing licensed services under this Brokerage Agreement, the Broker may claim lien against Owner's net sale proceeds for the Broker's commission. The Brokers' lien rights under the Act cannot be waived before the commission is earned.

#### **PARTIES BOUND**

This Agreement shall be binding upon the Parties hereto, their heirs, successors and assigns and shall be governed by and construed under the laws of the State of Florida. Any modifications to this Agreement shall be in writing, signed by all Parties.

#### **AGREED & ACCEPTED:**

ComReal Miami, Inc.:

BY: Edward J. Redlich, P.A.  
NAME: Edward J. Redlich, P.A.  
TITLE: Vice - President  
COMPANY: ComReal Miami, Inc.  
DATE: 12-28-2012

Maya Plantation, Inc.:

BY: [Signature]  
NAME: Ralph A. Luman  
TITLE: President  
COMPANY: Maya Plantation  
DATE: 12-22-2012